

JPA File No.: 06-118 I
AG Contract No.: KR06-1316TRN
Project: "Watchable Wildlife" signs
Section: Rest areas statewide
TRACS No.: H7127S1D
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

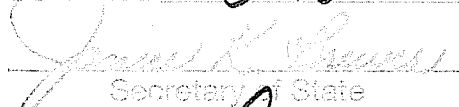

BETWEEN
ARIZONA DEPARTMENT OF TRANSPORTATION
AND
ARIZONA GAME AND FISH COMMISSION

THIS AGREEMENT is entered into this date March 13th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT") and the THE ARIZONA GAME AND FISH COMMISSION, hereinafter referred to as the "Commission" (the terms "DEPARTMENT" and "DIRECTOR" in this Agreement shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission). ADOT and the DEPARTMENT are collectively referred to as "Parties".

I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the ADOT.
2. The Commission is empowered by Arizona Revised Statutes § 17.231.B.7 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Arizona Game and Fish Department.
3. The DEPARTMENT wishes to install "Watchable Wildlife" signs at selected Safety Rest Areas statewide. The DEPARTMENT will provide, construct, install and maintain the signs. The ADOT will coordinate with the DEPARTMENT to determine exact locations of proposed sign installations, collectively herein referred to as the "Project."

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 28783
Filed with the Secretary of State
Date Filed: 3-13-07

Secretary of State
By: 

II. SCOPE OF WORK

1. The DEPARTMENT shall:

a. Upon execution of this Agreement, advertise for bids and award one or more construction contract(s) to accomplish the Project.

b. Administer the construction contract(s) executed to accomplish the Project, including making all payments to contractor(s).

c. Coordinate with ADOT on Rest Area locations and the exact locations within each Rest Area of proposed sign installations and related construction efforts for said Project.

d. Be responsible for contacting the appropriate "Blue Stake" office prior to any digging or ground penetration for securing the location of any underground facilities per Section 107.15 of the ADOT's "Standard Specifications for Road and Bridge Construction." The Blue Stake Office shall be contacted at least 48 hours and no more than 60 days prior to locating utilities. Simultaneously contact the appropriate ADOT Facilities Office of this action and coordinate as needed.

e. Obtain, per established procedures of ADOT's various District Permit Offices, a valid annual Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the DEPARTMENT within ADOT's rights of way. Installation of these signs shall also require a separate Temporary Construction Easement as per the various ADOT Districts' established procedures, which may be obtained through the appropriate District Office.

f. Upon ADOT's concurrence of the final installation plans and prior to award of the Project, acquire a permit from ADOT for construction of the Project as per the various ADOT-wide Districts' established procedures.

g. Install and maintain signs as needed under this Agreement, including any emergency repairs.

h. Repair signs and sign posts if: 1) minor weathering and/or vandalism has occurred which effects the ability to read the information included in the signage, including minor graffiti or scratch marks; or 2) paint has faded, been altered or chipped; or 3) connections, such as screws and rivets, have been compromised.

i. Replace signs and sign posts if: 1) significant weathering and/or vandalism has occurred which greatly affects the ability to read the information included in the signage, such as considerable graffiti or scratch marks; or 2) the sign panel has been removed or defaced; or 3) the sign posts have been bent or structurally affected.

j. Respond to ADOT within 10 days when notified of maintenance needs. Repairs or replacements will be done within 30 days of notification by ADOT to appropriate DEPARTMENT personnel, as listed within this Agreement.

2. ADOT shall:

a. Review and approve proposed signage details for Project installation.

b. Coordinate with the DEPARTMENT on sign installations and related construction efforts for said Project.

c. Grant a temporary construction easement to the DEPARTMENT for each Rest Area for sign installations, as per various Districts' established procedures.

d. Grant or confirm, per established procedures of ADOT's various District Permit Offices, that the DEPARTMENT has a valid annual Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the DEPARTMENT within ADOT's rights of way. Installations will require a separate Temporary Construction Easement be obtained from the appropriate ADOT District Office, and per the various Districts' established procedures.

e. Notify the appropriate DEPARTMENT maintenance personnel, as listed in this Agreement; of repair or replacement needs involving said Watchable Wildlife signage. If signs are not properly repaired or replaced per Section II. Scope of Work, 1.g and 1.h., ADOT shall have the option of removing said signs and billing the DEPARTMENT for incurred expenses.

f. Coordinate with DEPARTMENT personnel as needed upon receiving notification of their contacting "Blue Stake" for utility location services.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of (5) five-years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of (5) five-years unless either party shall give notice in writing to the other not less than (1) one-month nor more than (3) three-months prior to the initial or renewed expiration date. Should the DEPARTMENT fail to maintain the Project, it is understood and agreed that ADOT shall not be obligated to maintain said Project as referenced herein.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows, with the exception of contacting ADOT Facilities by phone to coordinate with Blue Stake requests:

Arizona Department of Transportation (ADOT)
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Arizona Game and Fish Department
Attn: Joe Yarchin
2221 W. Greenway Road
Phoenix, Arizona 85023
(602) 789-3589
(602) 789-3926 Fax

ADOT Facilities – South Region
(520) 838-2850

ADOT Facilities – North Region
(928) 779-7548

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. **Illegal Immigration:** The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

9. **Non-Availability of Funds:** Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

10. **Other Agreements:** This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

11. **Compliance with Applicable Law:** All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

12. **Severability:** In the event that any such provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

13. **Termination Generally:** Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

14. **Integration:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ARIZONA GAME AND FISH DEPARTMENT

ARIZONA DEPARTMENT OF
TRANSPORTATION

By Steve L. Shroufe 2/1/07
DUANE SHROUFE
Director

By Mickie Franklin
MICKIE FRANKLIN
Manager, Joint Project Administration

G:\JPA 06-118 Arizona Game and Fish Department "Watchable Wildlife" sign installations statewide
Ghc draft3 12-21-06

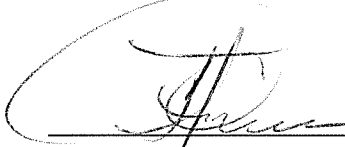
JPA 06-118

ATTORNEY APPROVAL FORM FOR THE ARIZONA GAME AND FISH DEPARTMENT


I have reviewed the above referenced Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION (ADOT), and the ARIZONA GAME AND FISH DEPARTMENT, an Agreement among public agencies which has been reviewed pursuant to A.R.S. § 11-951 through § 11-954, and declare this Agreement to be in proper form and within the powers and authority granted to the ARIZONA GAME AND FISH DEPARTMENT under the laws of the State of Arizona.

No opinion is expressed as to the authority of ADOT to enter into this Agreement.

DATED this 14th day of FEBRUARY, 2007.



Arizona Game and Fish Department Attorney

<p>TERRY GODDARD Attorney General</p>	<div data-bbox="753 65 943 247"></div> <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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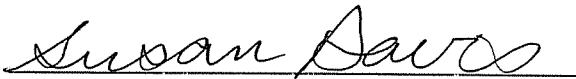
INTERAGENCY AGREEMENT
DETERMINATION

A.G. Contract No. KR06-1316TRN (JPA 06-118-I), an Agreement between public agencies, i.e., The Arizona Department of Transportation and Arizona Game and Fish Commission, has been reviewed pursuant to A.R.S. § 28-401, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 7, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:1003004
Attachment